



COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES
WORKFORCE INNOVATION AND OPPORTUNITIES ACT
(WIOA) – RAPID RESPONSE PROGRAM
APPENDIX A-4
RFP STATEMENT OF WORK

This Request for Proposals, and the attached model contract, model statements of work, and associated attachments and exhibits, employs the County of Los Angeles' standard contracting terms such as "contract", "Contractor", "Sub-Contractor", etc.; these terms will be replaced in any final documents with the terms and corresponding definitions, such as "agreement," "Subrecipient", "Lower-tier Subrecipient", etc., required under the United States Office of Management and Budget's Uniform Grant Guidance, codified at 2 CFR 200 et seq.

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APPENDIX A-4: WIOA RAPID RESPONSE PROGRAM

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 Introduction

- 1.1.1 This Request for Proposals, and the attached model contract, model statements of work, and associated attachments and exhibits, employs the County of Los Angeles' standard contracting terms such as "contract", "Contractor", "Sub-Contractor", etc.; these terms will be replaced in any final documents with the terms and corresponding definitions, such as "agreement," "Subrecipient", "Lower-tier Subrecipient", etc., required under the United States Office of Management and Budget's Uniform Grant Guidance, codified at 2 CFR 200 et seq.
- 1.1.2 This Statement of Work (SOW) establishes the minimum required tasks Contractor shall provide in support of the Workforce Innovation and Opportunity Act (WIOA) Rapid Response (RR) Program (Program), administered by the County of Los Angeles Community and Senior Services (County) to employers conducting business in Los Angeles County (employers), and eligible adults over the age of 18 who reside in Los Angeles County (Affected Workers) as codified by Public Law 113-128 under the WIOA Program requirements, the Code of Federal Regulations (CFR). Contractor shall provide Services ("Services"), as specified herein and based on guidelines and standards established by the Los Angeles County Workforce Development Board (LACWDB) and County Program Memoranda and Directives, as well as applicable federal and State law.
- 1.1.2 WIOA RR Services are provided to directly assist Employers and Affected Workers in order to mitigate the impact on the local economy resulting from mass layoffs, business closures, and natural or other disasters. As further described herein, Contractor shall provide the following services:
 - 1.1.2.1 Assist Affected Workers to quickly return to productive positions in the labor force;
 - 1.1.2.2 Assist Employers to explore alternatives to layoffs through human resource solutions and through the transition process;
 - 1.1.2.3 Reduce the economic and social burdens that unemployment presents to Employers, workers and the community;
 - 1.1.2.4 Assess the potential for averting layoffs by providing timely and pertinent information so that Employers will be able to anticipate and profit from economic development opportunities;
 - 1.1.2.5 Identify/develop prospective strategies to avert and/or mitigate the impact of potential downsizing, restructuring and/or imminent plant closures.
- 1.1.3 WIOA RR Services must follow the specific guidelines that delineate **required** and **allowable** RR activities according to Department of Labor (DOL) regulations and as described hereunder.

1.1.4 RR Required Activities Pursuant to WIOA Title I, Sections 133 (a)(2) and 134 (a)(2)(A); Title 20 CFR, WIOA Notice of Proposed Rulemaking, Subpart C – Rapid Response Activities, Parts 682.300, 682.320 and 682.330 and/or subsequent final CFR.

1.1.4.1 Immediate and on-site contact with an Employer, representatives of Affected Workers and the local community, which may include an assessment of the:

1.1.4.1.1 Layoff plans and schedule of an Employer;

1.1.4.1.2 Potential for averting the layoff(s) in consultation with State or local economic development agencies, including private sector economic development entities;

1.1.4.1.3 Background and probable assistance needs of Affected Workers;

1.1.4.1.4 Reemployment prospects for Affected Workers in the local community; and

1.1.4.1.5 Available resources to meet short and long-term assistance needs of Affected Workers.

1.1.4.2 Provision of information and access to unemployment compensation benefits, comprehensive America's Job Centers of California (AJCC) services, and employment & training activities, including information on the Trade Adjustment Assistance (TAA) program (19 U.S.C. 2271 et seq.);

1.1.4.3 Provision of guidance and/or financial assistance in establishing a labor-management committee voluntarily agreed to by labor and management, or a workforce transition committee comprised of representatives of the Employer, the Affected Workers and the local community. The committee may devise and oversee an implementation strategy that responds to the reemployment needs of the workers. Contractor, in coordination with the Employer, will provide assistance to this committee which may include:

1.1.4.3.1 Provision of training and technical assistance to members of the committee;

1.1.4.3.2 Funding the operating costs of a committee to enable it to provide advice and assistance in carrying out Rapid Response activities and in the design and delivery of WIOA authorized services to Affected Workers. Typically such support will last no longer than six months; and/or

1.1.4.3.3 Providing a list of potential candidates to serve as a neutral chairperson of the committee.

- 1.1.4.4 Provision of emergency RR assistance adapted to the particular closing, layoff or disaster.
- 1.1.4.5 Provision of assistance to the Los Angeles County Workforce Development Board (LACWDB) and chief elected official(s) to develop a coordinated response to the dislocation event and, as needed, obtain access to State economic development assistance. Such coordinated response may include the development of an application for National Emergency Grant under Title 20 CFR Part 671.
- 1.1.4.6 Coordination of workforce needs of employers with the County Business Services Team per County Directive.
- 1.1.5 **WIOA Allowable Activities** Pursuant to WIOA Title I, Sections 133 (a)(2) and 134 (a)(2)(A); 20 CFR, WIOA Notice of Proposed Rulemaking, Subpart C – Rapid Response Activities, Part 682.340 and/or subsequent final CFR.
 - 1.1.5.1 In conjunction, with other appropriate federal, State and local agencies and officials, Employer associations, technical councils or other industry business councils, and labor organizations:
 - 1.1.5.1.1 Develop prospective strategies for addressing dislocation events, that ensure rapid access to the broad range of allowable assistance;
 - 1.1.5.1.2 Identify strategies for the aversion of layoffs; and
 - 1.1.5.1.3 Develop and maintain mechanisms for the regular exchange of information relating to potential dislocations, available adjustment assistance, and the effectiveness of Rapid Response strategies.
 - 1.1.5.2 In collaboration with the appropriate State agencies, collect and analyze information related to economic dislocations, including potential closings and layoffs, and all available resources in the State for Affected Workers in order to provide an adequate basis for effective program management, review and an evaluation of RR services and layoff aversion efforts in the State.
 - 1.1.5.3 Participate in capacity building activities, including providing information about innovative and successful strategies for serving Affected Workers, with local areas serving smaller layoffs.
 - 1.1.5.4 Assist in devising and overseeing strategies for: 1) layoff aversion, such as prefeasibility studies of avoiding a plant closure through an option for a company or group, including the workers, to purchase the plant or company and continue it in operation; 2) incumbent worker training, including employer loan programs for employee skill upgrading; and 3) linkages with economic development activities at the federal, State and local levels, including U.S. Department of

Commerce programs and available State and local business retention and recruitment activities.

1.1.6 Prohibited Activities Pursuant to 20 CFR - WIOA Title I, Sections 133 (a)(2) and 134 (a)(2)(A):

Under WIOA Title I, Sections 133 (a)(2) and 134 (a)(2)(A), Limitation on Use of Funds, no funds available to carry out an activity under this title shall be used for employment generating activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, economic development activities, or similar activities that are not directly related to training for eligible individuals under this title. No funds received to carry out an activity under subtitle B shall be used for foreign travel.

1.1.6.1 Contractor shall not engage in any of the prohibited activities listed below pursuant to EDD Directive WSD14-3 or successor EDD and County Directives:

1.1.6.1.1 Complete Unemployment Insurance applications;

1.1.6.1.2 Have a job fair or information expo not related to a dislocation event.

1.1.7 Contractor shall assume administrative responsibilities for the day-to-day operation of RR site, which includes, but is not limited to: securing the resources and personnel necessary to ensure effective program performance; performing annual fiscal reviews and programmatic audits.

1.1.8 Contractor shall comply with all applicable federal, State and County policies and regulations including, but not limited to: informational bulletins, directives, and site visit reports.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of County, and shall comply with Contract Subparagraph 9.9 (Modifications), as applicable.

2.1.1 Contractor shall inform County in writing and receive written County approval at least 60 days prior to a relocation of Contractor's office or site location(s).

2.1.2 Services or work hours shall not be modified or terminated throughout the entire Contract term. Should an emergency need arise, request for Service or work

hour modifications will be reviewed by County (Program Analyst) on a case-by-case basis.

- 2.2 All changes must be made in accordance with Contract Subparagraph 8.1 (Amendments).

3.0 QUALITY CONTROL

- 3.1 Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1.1 Method of monitoring to ensure that Contract requirements are being met;

3.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

4.0 QUALITY ASSURANCE PLAN

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Contract Subparagraph 8.15 (County's Quality Assurance Plan).

4.1 Meetings

Contractor is mandated to attend all scheduled meetings called by County, or authorized designee. Contractor shall be given three (3) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.1.1 Contractor is required to attend all County Program mandated meetings. Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Contractor's failure to attend either face-to-face or WebEx meetings pursuant to Appendix B (Statement of Work Exhibits), Exhibit 2 (Performance Requirements Summary Chart).

4.1.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the services provided. These meetings may be called by County. Contractor may also choose to attend meetings outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other meetings designated by County.

4.2 Contract Discrepancy Report (Exhibit 1 of Appendix B)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

5.0 DEFINITIONS

For a listing of Definitions for this Program, refer to Contract Exhibit P (Definitions).

6.0 RESPONSIBILITIES

County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Contract according to Contract Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract Subparagraph 8.1 (Amendments).

6.2 INTENTIONALLY OMITTED

CONTRACTOR

6.3 Contract Manager

6.3.1 Contractor shall provide a full-time Contract Manager or designated alternate. County must have access to the Contract Manager during contractor hours of operation. This Contract Manager will be the same individual as the AJCC Contract Manager.

6.3.2 Responsibilities:

- 6.3.2.1 Contract Manager or designee shall plan, organize, and direct all administrative and operational activities related to the Program and

ensure all Services are delivered under this Contract and within the established time frames specified by County.

6.3.2.2 Contract Manager or designee shall have full authority to act on behalf of Contractor on all contract matters relating to the daily operations of this Contract.

6.3.2.3 Contract Manager or designee shall be available to County during all hours of operation to oversee the daily activities.

6.3.2.4 Contract Manager shall serve as the coordinator/liaison for all Services under this Contract, ensuring that any overall communications relevant to the provision of services to Affected Workers are conveyed to appropriate personnel.

6.3.2.5 Contract Manager(s) shall ensure all staff completes a background check as referenced in *Appendix C, Sample Contract) Section 7.5 (Background and Security Investigations)*. Contract Manager(s) shall ensure that only staff that passes the background check will perform work under this Program, prior to the rendering of any Services described in this Contract. Contractor shall keep on file proper receipts/documents substantiating the background checks.

6.3.2.5.1 Staff who have lived in another state must have a similar background check from those states as well and shall keep a copy on file.

6.3.2.5.2 Contract Manager shall ensure that live telephone contact with Contractor staff is available to Affected Workers, referral sources, and County during Contractor hours of operation.

6.3.2.5.3 Contract Manager shall ensure that each Contractor site(s) has a telephone answering machine or voice mail system in place during non-business hours.

6.3.3 Minimum Education, Experience, and Qualifications:

6.3.3.1 Contract Manager must have at minimum three (3) years of administrative experience managing workforce development, social or community service government contracts (in a minimum amount of \$1 million) and directly managing and supervising staff who will be assigned to the Program. Contract Manager will serve as the operations lead for the Program in the development, implementation and oversight of Services.

6.3.3.2 The Contract Manager shall demonstrate the following:

6.3.3.2.1 Ability to speak, read, write, and understand English fluently;

6.3.3.2.2 Ability and experience to provide guidance on decisions requiring judgment to assist with problem situations and expertise in taxicab operations.

6.4 Accounting Staff

6.4.1 Contractor staff shall include at a minimum one full-time staff person who has knowledge of basic Accounting principles, as further described in Sub-paragraph

below. This accounting staff may be the same individuals as the AJCC accounting staff.

6.4.1.1 Responsibilities: The accounting staff person will be responsible for all fiscal matters related to the Program.

6.4.2 Minimum Experience and Qualifications:

6.4.2.1 Ability to speak/read/understand English fluently.

6.4.2.2 Bachelor's degree from an accredited university in Accounting or Business Finance.

6.4.2.3 One year of accounting experience at a level distinguished by the responsibility for performing the fiscal functions relating to federal grants management.

6.4.2.4 Ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute Services, including, but not limited to: Office of Management and Budget regulations (OMBs), Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFRs) sections, and Generally Accepted Government Auditing Standards (GAGAS).

6.4.2.5 Ability and experience in reporting accruals;

6.4.2.6 Ability and experience in the development of cost allocation plans;

6.4.2.7 Ability and experience interpreting County fiscal policies, local LACWDB policies and Directives, and WIOA regulations.

6.5 Personnel

6.5.1 Contractor shall assign a sufficient number of employees with the appropriate education, licensure, and experience to perform the required work described in this Statement of Work, and capable of establishing effective communication with Affected Workers and County. Contractor shall always have a staff member that speaks and understands English with the authority to act on behalf of Contractor in every detail, and is available during work hours. Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements for Contractor necessary to provide Services herein. Such personnel shall meet all qualifications in the Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memorandums.

6.5.2 Staff Requirements – Contractor shall have the following ADW program staff that meet the minimum requirements and qualifications for the Program, including the ability to speak/read/write/understand English fluently, and as further defined below. All staff salaries shall be based on competitive, professional industry standards as set forth in the following resources: U.S. Department of Labor Employment and Training Administration, Bureau of Labor Statistics and Employment Development Department of California.

6.5.2.1 Contractor shall provide a minimum of two (2) full-time dedicated staff persons as Rapid Response Coordinators to cover all of the Los Angeles County area. Contractor shall also provide a Rapid Response Supervisor, which may be the same individual as the AJCC Business Services Representative.

6.5.2.1.1 Each coordinator shall be co-located in an AJCC with Los Angeles County approval. Each coordinator shall also be provided a telephone number that may be accessible to accommodate all work hour shifts, including day, evening and night shifts, in order to be responsive to an employer's needs and to the Affected Workers' work schedules.

6.5.2.1.2 The Rapid Response Coordinator will receive additional direction from Contract Manager or designee. The Rapid Response Coordinators shall demonstrate a minimum of one (1) year experience in providing Rapid Response or equivalent similar services.

6.5.3 Contractor shall be responsible for all training of new personnel performing work under this Contract and shall issue all related Rapid Response forms, as specified in this Contract. It is the responsibility of Contractor to disseminate information to all personnel working on this Contract, including all revisions, additions or deletions to RR tasks at the request of County.

6.5.4 Use of Volunteers

Volunteers may be recruited, trained and used by Contractor to expand the provision of Services, except that in no cases shall Volunteers be used as drivers. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them prior to beginning those responsibilities. Volunteers shall be solely the responsibility of Contractor and shall report to the Contract Manager or another employee of Contractor as designated by the Contract Manager. If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or Affected Workers.

6.6 **Identification Badges**

6.6.1 Contractor shall ensure their employees and any volunteers are appropriately identified as set forth in Contract Subparagraph 7.3 (Contractor's Staff Identification).

6.7 **Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the sole responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees and any volunteers.

6.8 Training

- 6.8.1 Contractor shall provide training programs for all new staff and continue in-service training for all staff. Contractor is responsible for ensuring its staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing Services. Staff must be qualified, sufficient in number to deliver Services adequately and promptly, and capable of establishing effective communication with Affected Workers.
- 6.8.2 Contractor shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (which shall include employees and volunteers).
- 6.8.3 Contractor's Contract Manager shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that the Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other trainings designated by County.
- 6.8.4 Training shall include, but is not limited to: providing information concerning new directives and regulations issued by County. County will provide relevant and applicable training, including instruction and guidance as determined by County. Contractor's designated staff is required to attend all County trainings.
- 6.8.5 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These trainings may be called by County and held at County's facility or another site as determined by County.
- 6.8.6 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Contract, and may result in further action pursuant to Appendix C (Sample Contract) Subparagraph 9.13 (Probation and Suspension), and any other applicable remedies.

6.9 Contractor's Sites

- 6.9.1 Contractor shall maintain an office at the Comprehensive AJCC site procured for in this solicitation, and as directed by County.
- 6.9.2 Contractor shall maintain office hours in accordance with County hours as directed by the County.
- 6.9.3 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of services under this Contract.

Contractor shall ensure that availability for RR Program services is appropriate for the demographics associated with the service area (site location).

6.9.4 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.

6.9.5 **Safety and Working Conditions**

6.9.5.1 Contractor shall observe all applicable local, State and federal health and safety standards. Contractor shall ensure that all employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive services under conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

6.10 **Multilingual and Multicultural Capabilities of Contractor Staff**

6.10.1 Contractor must seek to provide services in the primary/native language of the Affected Workers, with limited or no English speaking capabilities, to better serve the communities served by Contractor in accordance with EDD directive WIAD04-20. Contractor shall make efforts to employ employees and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Affected Worker to provide his/her own interpreter.

6.10.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.

6.10.3 In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Affected Workers to reflect the ethnic and cultural needs of the community being served.

7.0 INTENTIONALLY OMITTED

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a work schedule for each facility to the County fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.

The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County for review and approval within fourteen (14) working days prior to scheduled time for work.
- 8.3 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, or replacement of facility(ies), vandalism, acts of God, and third party negligence, Contractor must have an emergency plan in place to ensure no disruption in Services.

9.0 UNSCHEDULED WORK

- 9.1 County may authorize Contractor to perform unscheduled work - when the need for such work arises out of extraordinary incidents such as acts of God or third party negligence.
- 9.2 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.3 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

- 10.1 The guidelines described below establish the standards, tasks and duties for the provision of Services.
 - 10.1.1 Contractor shall be the designated entity to receive assigned Worker Adjustment Retraining Notification (WARN)/Non-WARN notices in the Local Workforce Development Area (LWDA) by County via email at RapidResponse@css.lacounty.gov. WARN and Non-WARN are defined in the RFP, Appendix R, Definitions.
 - 10.1.1.1 Contractor must respond to a WARN **within 24 hours** of being notified by County.
 - 10.1.1.2 Contractor must provide RR services directly to the affected Employer and Affected Workers as described herein as well as described in the required and allowable activities below:
 - 10.1.1.2.1 **RR Required Activities** Pursuant to WIOA Title I, Sections 133 (a)(2) and 134 (a)(2)(A); Title 20 CFR, WIOA Notice of Proposed Rulemaking, Subpart C – Rapid Response Activities, Parts 682.300, 682.320 and 682.330 and/or subsequent final CFR.
 - 10.1.1.2.1.1 Immediate and on-site contact with an Employer, representatives of Affected

Workers and the local community, which may include an assessment of the:

- 10.1.1.2.1.1.1 Layoff plans and schedule of an Employer;
 - 10.1.1.2.1.1.2 Potential for averting the layoff(s) in consultation with State or local economic development agencies, including private sector economic development entities;
 - 10.1.1.2.1.1.3 Background and probable assistance needs of Affected Workers;
 - 10.1.1.2.1.1.4 Reemployment prospects for Affected Workers in the local community; and
 - 10.1.1.2.1.1.5 Available resources to meet short and long-term assistance needs of Affected Workers.
- 10.1.1.2.1.2 Provision of information and access to unemployment compensation benefits, comprehensive America's Job Centers of California (AJCC) services, and employment & training activities, including information on the Trade Adjustment Assistance (TAA) program (19 U.S.C. 2271 et seq.);
- 10.1.1.2.1.3 Provision of guidance and/or financial assistance in establishing a labor-management committee voluntarily agreed to by labor and management, or a workforce transition committee comprised of representatives of the Employer, the Affected Workers and the local community. The committee may devise and oversee an implementation strategy that responds to the reemployment needs of the workers. Contractor, in coordination with the Employer, will provide assistance to this committee which may include:
- 10.1.1.2.1.4 Provision of training and technical assistance to members of the committee;

- 10.1.1.2.1.5 Funding the operating costs of a committee to enable it to provide advice and assistance in carrying out Rapid Response activities and in the design and delivery of WIOA authorized services to Affected Workers. Typically such support will last no longer than six months; and/or
- 10.1.1.2.1.6 Providing a list of potential candidates to serve as a neutral chairperson of the committee.
- 10.1.1.2.1.7 Provision of emergency RR assistance adapted to the particular closing, layoff or disaster.
- 10.1.1.2.1.8 Provision of assistance to the Los Angeles County Workforce Development Board (LACWDB) and chief elected official(s) to develop a coordinated response to the dislocation event and, as needed, obtain access to State economic development assistance. Such coordinated response may include the development of an application for National Emergency Grant under Title 20 CFR Part 671.
- 10.1.1.2.1.9 Coordination of workforce needs of employers with the County Business Services Team per County Directive.
- 10.1.1.2.2 **WIOA Allowable Activities** Pursuant to WIOA Title I, Sections 133 (a)(2) and 134 (a)(2)(A); 20 CFR, WIOA Notice of Proposed Rulemaking, Subpart C – Rapid Response Activities, Part 682.340 and/or subsequent final CFR.
 - 10.1.1.2.2.1 In conjunction, with other appropriate federal, State and local agencies and officials, Employer associations, technical councils or other industry business councils, and labor organizations:
 - 10.1.1.2.2.1.1 Develop prospective strategies for addressing dislocation events, that ensure rapid access to the broad range of allowable assistance;
 - 10.1.1.2.2.2.3 Identify strategies for the aversion of layoffs; and

- 10.1.1.2.2.3.4 Develop and maintain mechanisms for the regular exchange of information relating to potential dislocations, available adjustment assistance, and the effectiveness of Rapid Response strategies.
- 10.1.1.2.2.2 In collaboration with the appropriate State agencies, collect and analyze information related to economic dislocations, including potential closings and layoffs, and all available resources in the State for Affected Workers in order to provide an adequate basis for effective program management, review and an evaluation of RR services and layoff aversion efforts in the State.
- 10.1.1.2.2.3 Participate in capacity building activities, including providing information about innovative and successful strategies for serving Affected Workers, with local areas serving smaller layoffs.
- 10.1.1.2.2.4 Assist in devising and overseeing strategies for: 1) layoff aversion, such as prefeasibility studies of avoiding a plant closure through an option for a company or group, including the workers, to purchase the plant or company and continue it in operation; 2) incumbent worker training, including employer loan programs for employee skill upgrading; and 3) linkages with economic development activities at the federal, State and local levels, including U.S. Department of Commerce programs and available State and local business retention and recruitment activities.
- 10.1.1.2.2.5 Contractor shall accommodate all work hour shifts, including day, evening and night shifts in order to be responsive to an Employer's needs and to accommodate the Affected Workers' work schedules. Contractors shall be expected to provide on-site services to Affected Workers as dictated by an Employer's request.
- 10.1.1.2.2.6 Contractor shall develop a back-up plan which includes, but is not limited to, providing 24/7

coverage, cross-training staff on RR activities and/or hiring additional staff, in the event of multiple WARNs.

- 10.1.2 If Contractor becomes aware of a Non-WARN dislocation (under 75 employees over a sixty day period), Contractor shall advise County RR Coordinator within 24 hours and the same procedures will be followed as stated in Subsections 10.1.1 through 10.1.1.2.2.6 above.
- 10.1.3 At time of initial contact, Contractor shall conduct an assessment of the Employer's and Affected Workers' needs, which shall include on-site visits/planning meetings. Representatives of the Affected Workers and the local community may be present. The assessment may include:
 - 10.1.3.1 Employer's layoff plans and scheduled layoff dates;
 - 10.1.3.2 An analysis of the potential of averting the layoff;
 - 10.1.3.3 Development of re-employment prospects for workers in the local community; and
 - 10.1.3.4 Linking Affected Workers with all available resources to meet their short and long-term assistance needs.
- 10.1.4 Contractor shall describe all Program Services available to impacted workers which may include:
 - 10.1.4.1 Employment listings, job banks, pre-screened qualified candidates;
 - 10.1.4.2 Customized training sessions for new or incumbent Affected Workers;
 - 10.1.4.3 Free, full-service technical center, including computer, Internet, fax, copier and telephone access;
 - 10.1.4.4 Workshops or seminars on critical employment themes, resume writing, job search strategies and interviewing techniques; and
 - 10.1.4.5 Personalized career counseling and planning.
- 10.1.5 Contractor shall coordinate with the local California Employment Development Department (EDD) RR Coordinator (as directed by County RR Coordinator) to provide RR Orientations (on-site, group activities) to impacted workers and assess transferable skills. Accepted activities at orientations and assessments include, but are not limited to, informing Affected Workers of the following:
 - 10.1.5.1 Unemployment Insurance Benefits;
 - 10.1.5.2 Job Services;
 - 10.1.5.3 Trade Adjustment Act (TAA);
 - 10.1.5.4 Consolidated Omnibus Budget Reconciliation Act (COBRA);
 - 10.1.5.5 Los Angeles Economic Development Commission (LAEDC);
 - 10.1.5.6 Covered California; and
 - 10.1.5.7 Keep Your Home California

10.1.6 In addition, Contractor shall offer the following:

10.1.6.1 Referral to financial counseling/planning resources;

10.1.6.2 Access to various training opportunities and training programs that will help successfully transition the impacted worker to other in demand jobs and industries that are on the rise; and

10.1.6.3 Exploration of customized training opportunities through Workforce Program Services and other available resources through the State and/or other funding organizations that can be leveraged to benefit the impacted employer.

10.1.7 Contractor shall use all applicable WIOA materials approved by County.

10.1.8 Contractor shall provide affected Employers and Affected Workers with appropriate and relevant materials to accompany the activities and services being provided.

10.1.9 Contractor will be responsible for purchasing LACWDB-approved, RR-related materials.

10.1.10 Contractor and its personnel, including both employees and any volunteers, are required to follow all federal, State and local laws that apply to the providing of RR services under this Contract.

10.1.11 Contractor must comply with all WIOA regulations, and applicable State and County directives.

10.1.12 Contractor shall prominently post U.S. Department of Labor, Occupational Safety & Health Administration (poster 3165), informing personnel of their rights and responsibilities. For additional and up-to date information, Contractor shall contact the U.S. Department of Labor, OSHA at (800) 321-OSHA (6742) or at: www.osha.gov.

10.1.13 Forms

The forms that are applicable to this Program will be provided to Contractor by County's RR Coordinator. Contractor shall maintain Employer files by Employer name that contain all completed required documentation specified below.

10.1.13.1 Rapid Response Sign-In Sheet

Contractor must have all Affected Workers present at the RR Orientation fill out the Sign-In Sheet with their personal information. Contractor must include Employer name, date and time on the heading of the Sign-In Sheet.

10.1.13.2 Rapid Response Survey

Contractor shall also distribute a "Rapid Response Survey" to Affected Workers early in the orientation and assist Affected Workers

in selecting their choice of AJCC. Contractor shall verify that Participant's Employer's name is written on each survey.

10.1.13.3 Rapid Response Required Activities On-Site Visit Form (WIOA 121)

Contractor must file a WIOA 121 Form with County for any Employer site visit to meet with employer to assist Affected Workers in obtaining reemployment because of a permanent Employer closure or layoff.

10.1.13.3.1 Reportable on-site visits include WARN and Non-WARN events. If multiple sessions are conducted on the same day, at a single location, and for a single Employer, WIOA 121 must be completed with consolidated information for that specific date, location, and Employer. Contractor shall complete separate WIOA 121s for each on-site visit occurring on different days, at different locations, or at different Employers. Job fairs should not be recorded under these requirements, unless they are conducted as part of the on-site response to a significant dislocation. Contractor acknowledges the WIOA 121 form data will be used to determine future allocations.

10.1.13.3.2 Contractor shall complete the WIOA 121 at the end of each Rapid Response and TAA orientation, planning meeting, workshop, or contact made with the Employer. All on-site visits must be reported and submitted electronically within seven (7) work days to the following County e-mail address:
RapidResponse@css.lacounty.gov.

10.1.13.4 Rapid Response Layoff Aversion Form (WIOA 122) or successor form(s):

Contractor shall file a WIOA 122 Form with County for any business contact to conduct business outreach activities and/or layoff aversion activities during any stage of the business cycle. Activities reported on this form are those relating to business visits when an activity or resource is introduced, planned, or involves follow-up or wrap-up of a prior activity. It is important that contractor consider and document how layoff aversion activities will result in a positive outcome before allocating resources. For completion of the layoff aversion activity, documentation from the business receiving service is required to be submitted for validation of outcomes and shall be retained by Contractor.

Contractor shall complete the WIOA 122 at the end of the initial planning meeting, and upon reaching a final resolution, to include number of jobs saved. All activity must be reported and submitted electronically within seven (7) work days to the following County e-mail address: RapidResponse@css.lacounty.gov.

10.1.14 Contractor shall plan accordingly for the entire Fiscal Year based on the allocation provided and projected Employers filing WARN and Non-WARNs, based on the number of WARN and Non-WARN incidents in previous years. Contractor's planned RR activities must take into account:

10.1.14.1 WARN takes priority over a Non-WARN.

10.1.14.2 Provide Small Business Assistance (layoff aversion) when applicable.

10.1.15 Contractor shall provide Employer with appropriate referrals and assistance, i.e., Layoff Aversion, EDD, Trade Adjustment Assistance (TAA) and referrals to other workforce partners.

10.1.15.1 Lay-Off Aversions Strategies

Based on Employer need, Contractor shall coordinate with the Employer and relevant agencies to assess layoff aversion potentials and devise layoff aversion strategies as needed. This may include:

10.1.15.1.1 Referrals to other workforce partners, and community and government services, such as Small Business Development Centers and the Los Angeles Economic Development Corporation, and financial planning entities;

10.1.15.1.2 Develop a plan which includes, at a minimum, strategies to be used, timelines and responsible parties; and

10.1.15.1.3 Follow-up with the Employer to ensure that the plan is being implemented.

10.1.16 Performance Measures and Standards/Goals

10.1.16.1 County has adopted the following measures to ensure efficiency for the Rapid Response Contractor. Performance Measures are defined by:

10.1.16.1.1 The number of WARN and Non-WARN layoffs serviced;

10.1.16.1.2 The total number of workers served; and

10.1.16.1.3 The number of Employers served by layoff aversion strategies.

10.1.16.2 Contractor acknowledges that performance measures may change on a year-to-year basis at the direction of County.

10.1.16.3 Contractor must meet or exceed the measures for the WIOA RR Programs in *Appendix N-1* to the RFP, *WIOA Rapid Response Program Cumulative Performance and Financial Goals*.

Note: All County WIOA Program Directives may be accessed at:
<http://lacoworkforce.css.lacounty.gov/wioa-directives/>

10.1.16.4 Contractor shall be held to the following Performance Measures which are consistent with the federal WIOA Rapid Response regulations:

RAPID RESPONSE PERFORMANCE MEASURES	STANDARD
Contractor plans a minimum of one Orientation for each WARN.	Complete Orientations for 75% of WARNs
Contractor responds to WARNs and Non-WARNs assigned by contacting employer within 24 hours of assignment.	100% of WARNs and Non-WARNs
Contractor only requests approval for Non-WARNs that will result in services being provided.	100% of Non-WARNs
Contractor generates their own Non-WARNs by conducting business outreach.	Minimum requirement of five (5) Non-WARNs per contractor per month with services delivered.
Contractor provides two (2) full-time dedicated staff persons to perform all work specified herein.	100% for duration of the contract
Contractor completes "Rapid Response On-Site Visit" upon completion of each planning meeting, RR & TAA orientation, workshop, any on-site visits or contact made with the employer.	100% tracking of WIOA Form 121
Contractor reports and submits WIOA Form 121 electronically to CSS within 7 work days.	100% tracking of WIOA Form 121
Contractor submits "Rapid Response Layoff Aversion" upon completion of first planning meeting and upon final resolution to include number of jobs saved.	100% tracking of WIOA Form 122
Contractor reports and submits WIOA Form 122 electronically to CSS within 7 work days.	100% tracking of WIOA Form 122
Contractor generates their own Layoff Aversion activity by conducting business outreach.	Goal to be determined and released by directive.
Contractor attends all Rapid Response related meetings and conferences as per State EDD and/or county notifications, including, but not limited to the monthly Rapid Response Roundtable which are held at various locations throughout Southern California.	A minimum of one Rapid Response representative shall be present at all of the Rapid Response related meetings and conferences.
Contractor prepares WARN, Non-WARN, and Layoff Aversion Monthly Reports for all dislocation events.	Submitted to County by the 5 th of each month via email at RapidResponse@css.lacounty.gov

Failure to comply with the minimum requirements/performance measures will result in disciplinary action, which includes, but not limited to, warnings, suspension and recommendation to reallocate funding as ordered by the WDB Executive Director.

- 10.1.16.5 Contractor must be able to measure performance and outcomes by obtaining, tracking, measuring and reporting the performance data of the core indicators. DOL, State, or County, in conjunction with the LACWDB and/or the Los Angeles County Board of Supervisors, may establish additional performance measures that Contractor must be prepared to comply with once the additional measures are promulgated.
- 10.1.16.6 At 3/6/9 month review from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will be provided and a Corrective Action Plan (CAP) requested.
- 10.1.16.7 At 12 months from award of Contract, if annual performance goals are not met, Contractor will be placed on probation in accordance with Section 8.14, County's Quality Assurance Plan, and advised that performance standards/satisfactory progress must be made at the end of 18 months or Contract will not be renewed after the initial 24 month term.
- 10.1.16.8 At 15 months from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will continue and an additional CAP shall be required.
- 10.1.16.9 At 18 months from award of Contract, if Contractor performance is not satisfactory County may formally notify the Contractor that the Contract may not be renewed at the end of initial 24 month term.
- 10.1.16.10 Any Contractor's deficiencies that County determines are severe or continuing which may place the performance of this Contract and any amendments hereto in jeopardy if not corrected, may be reported to the County's Board of Supervisors County's Contractor Alert Reporting Database (CARD) System, as further defined in *Appendix A, Contract, Section 4.3*.
- 10.1.16.11 Any such report as referenced in sub-paragraph 10.1.16.4 above will include improvement/corrective action measures taken by the County and the Contractor.
- 10.1.16.12 Notwithstanding the performance requirements and corrective steps described herein, if improvement does not occur consistently with the corrective action measures, County may terminate this Contract with the Contractor, and/or any amendments in whole or in part, or take other action as specified in the Contract.
- 10.1.16.13 Contractor acknowledges that satisfactory performance under this Contract during its initial 24 month term does not automatically guarantee any renewal or extended performance and that any such decision to offer a renewal or extension lies solely with County.

10.1.17 Certification

10.1.17.1 Contractor shall comply with the Certification requirements promulgated by the State Board, the Board of Supervisors and the WDB, as delineated by County Directive.

10.1.18 Facilities and Resources

10.1.18.1 Contractor shall ensure that it has:

10.1.18.2 CalJOBS, or successor program, for client tracking, reporting and participant enrollment.

10.1.18.3 Appropriate software and hardware to be paid for by County.

10.1.18.4 Contractor shall ensure that the use of the CalJOBS WARN tracking system is to be used upon launch of system and issuance of County directive.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) chart (see Contract Exhibit W - Performance Requirements Summary (PRS) Chart and Appendix C (Statement of Work) Exhibit 2 - Performance Requirements Summary (PRS) Chart) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.